

# Arent, Fox, Kintner, Plotkin & Kahn

Washington Square 1050 Connecticut Avenue, N.W.

Washington, D.C. 20036-5339

RECORDATION NO. 1 5141/B Filed & Recorded  
RECORDATION NO. 1 5141/A Filed & Recorded  
RECORDATION NO. 1 5141/C Filed & Recorded

DEC 31 1986 9-50 AM

DEC 31 1986 9-50 AM

DEC 31 1986 9-50 AM

John D. Hushon

(202) 857-6000 INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

December 31, 1986

JDH-84/457

INTERSTATE COMMERCE COMMISSION

Secretary,  
Interstate Commerce Commission  
Washington, D.C. 20423

No. 6-305A010  
Date DEC 31 1986  
Fee \$ 30.00

Dear Sirs:

ICC Washington, D. C.

I enclose for recordation in accordance with 49 U.S.C. §11303 executed and notarized copies of a Security Agreement dated December 30, 1986 but as of December 31, 1986, a Memorandum of Lease dated as of December 16, 1986 and an Assignment Agreement dated December 16, 1986. The names and addresses of the parties to the above documents are as follows:

## 1. Security Agreement

### Grantors:

PLM Transportation Equipment Partners VIIID 1985  
Leveraged Fund, a California Limited Partnership, and  
PLM Investment Management, Inc., a California  
corporation  
655 Montgomery Street, Suite 1200  
San Francisco, California 94111  
Attention: Robert S. Leichtner  
Vice President and General Counsel

### Secured Party:

Citicorp Industrial Credit, Inc.  
Citicorp Center  
One Sansome Street, 28th Floor  
San Francisco, California 94104  
Attn: Equipment Finance Division

### Equipment Covered:

Eleven 5-Platform Bulkheaded Intermodal Container Flat  
railroad cars bearing car numbers SP513350 to and  
including SP513360.

Secretary, Interstate Commerce Commission  
December 31, 1986  
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2. Memorandum of Lease Agreement for Railroad Cars

Lessor:

PLM Investment Management, Inc.  
655 Montgomery Street, Suite 1200  
San Francisco, California 94111

Lessee:

Greenbrier Leasing Corporation  
One Centerpoint Drive, Suite 200  
Lake Oswego, Oregon 97034

Equipment Covered:

Eleven 5-Platform Bulkheaded Intermodal Container Flat  
railroad cars bearing car numbers SP513350 to and  
including SP513360.

Assignor: Greenbrier Leasing Corporation

3. Assignment Agreement

Assignor: Greenbrier Leasing Corporation

Assignee:

PLM Investment Management, Inc. as agent for  
PLM Transportation Equipment Partners VIIID 1985  
Leverage Fund, a California limited partnership  
655 Montgomery Street, Suite 1200  
San Francisco, California 94111  
Attn: Robert S. Leichtner,  
Vice President and General Counsel

Equipment Covered:

Eleven 5-Platform Bulkheaded Intermodal Container Flat  
railroad cars bearing car numbers SP513350 to and  
including SP513360.

One previous filing has been made with the ICC with  
respect to the railroad cars described above on December 17,  
1986 (Document No. 15122).

A filing fee of \$30 is enclosed. I would appreciate  
your filing one counterpart of the foregoing three documents  
under the provisions of 49 U.S.C. §11303 and stamping the  
additional copies of each of the documents for return to the

Secretary, Interstate Commerce Commission  
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parties involved in the transaction. We would also appreciate your returning to us a stamped copy of this transmittal letter, which is enclosed.

The undersigned certifies that he is acting as special ICC counsel in this transaction, that he has reviewed the above described documents and that the summary description contained in this transmittal letter is accurate.

Sincerely,



John D. Hushon

Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

12/31/86

OFFICE OF THE SECRETARY

John D. Hushon  
Arent, Fox, Kintner, Plotkin & Kahn  
Washington, Square  
1050 Conn. Ave. N.W.  
Washington, D.C. 20036-5339

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/31/86 at 9:50am , and assigned re-  
recording number(s). 15141, 15141-A & 15141-B

Sincerely yours,

*Norata R. McGee*  
Secretary

Enclosure(s)

RECORDATION NO. 1 5141 <sup>B</sup>  
Filed & Recorded

DEC 31 1986 9-50 AM

ASSIGNMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

WHEREAS, PLM Investment Management, Inc., as agent for PLM Transportation Equipment Partners VIIID 1985 Leveraged Fund ("TEP VIIID") ("Assignee") has leased to Greenbrier Leasing Corporation ("Assignor") certain railcars (the "Equipment") pursuant to the Lease Agreement for Railroad Cars dated December 15, 1986 (the "Lease"); and

WHEREAS, to secure the full and prompt performance of its obligations under the Lease, Assignee has agreed to enter into this Assignment Agreement.

NOW, THEREFORE, Assignor and Assignee agree as follows:

Assignor hereby sells, assigns, transfers and conveys to PLM Investment Management, Inc., as agent for TEP VIIID, (herein, "Assignee"), their successors and assigns, all of Assignor's right, title and interest in and to the Lease Agreement (herein the "Sublease") dated December 15, 1986 between the undersigned Assignor and The Southern Pacific Transportation Company\* as obligors, and all payments due and to become due thereunder, and all right, title, and interest of the Assignor in and to the property described in the Sublease and all Assignor's rights and remedies thereunder, and all notes, contracts of guaranty or surety, and collateral of any kind or nature pertaining thereto, and the right either in Assignee's own behalf or in Assignor's name to take all such proceedings, legal, equitable, or otherwise, that Assignor might take, save for this Assignment. Assignor warrants that this Assignment evidences a valid reservation of title or first lien in the property described in the Sublease effective as against all persons; the Sublease is free from any liens, setoffs, counterclaims and other defenses.

All right, title and interest assigned hereunder may be assigned and re-assigned by Assignee and any subsequent Assignee. It is expressly agreed that, anything herein contained to the contrary notwithstanding, the obligations of Assignor under the Sublease may be performed by Assignee but Assignee shall not, by reason of this Assignment, be obligated to perform any of the obligations under the Sublease or to file any claim or take any other action to collect or enforce any payment assigned hereunder, except in the event of a foreclosure and acquisition of the Equipment by Assignee.

Assignor shall execute all documents reasonably requested by Assignee or Assignee's Lender in order to secure the credit of the Sublease or to perfect the security interest of Assignee's Lender in the Sublease or in the Equipment, or both.

\* as to which a Memorandum of Lease was recorded with the Interstate Commerce Commission on December 17, 1986 as Recordation Number 1 5122,

As a condition precedent to the effectiveness of this assignment, which condition may be waived by Assignee at any time, there shall not have occurred and be continuing an event of default under the Lease.

This Assignment Agreement has been executed as of December 16<sup>th</sup>, 1986.

GREENBRIER LEASING CORPORATION

By: Norriss M. Webb  
Signature

Norriss M. Webb  
Typed Name

Title: Vice President

PLM INVESTMENT MANAGEMENT, INC.

By: Sm Bm  
Signature

Stephen M. Bess  
Typed Name

Title: Vice President

LEG-062

STATE OF OREGON           )  
                                  )  
COUNTY OF CLACKAMAS    )

On this 16th day of December 1986, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Vice President of Greenbrier Leasing Corporation, that the attached Assignment Agreement was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

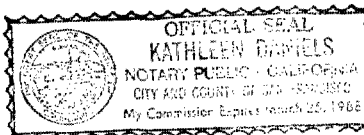
*Janet E. Hudson*  
NOTARY PUBLIC

My commission expires: 5/28/90

STATE OF CALIFORNIA    )  
                                  )  
COUNTY OF SAN FRANCISCO )

On this 26th day of December, 1986, before me personally appeared Stephen M. Bess, to me personally known, who being by me duly sworn, says that he is the Vice President of PIM Investment Management, Inc., that the attached Assignment Agreement was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

*Kathleen D. [Signature]*  
NOTARY PUBLIC



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